

Arnold & Porter

Tyler L. Burgess
+1 202.942.5505 Direct
Tyler.Burgess@arnoldporter.com

February 1, 2024

VIA ECF

Hon. Miroslav Lovric
U.S. Magistrate Judge
U.S. District Court
Northern District of New York
Binghamton U.S. Courthouse
15 Henry St.
Binghamton, NY 13901

Re: *Honeywell Int'l Inc. v. Buckeye Partners, L.P. et al., No. 5:18-cv-00646-FJS-ML; Honeywell Int'l Inc. v. Energy Transfer (R&M), LLC et al., No. 5:18-cv-01176-FJS-ML; Honeywell Int'l Inc. v. CITGO Petroleum Corp., No. 5:19-cv-01219-FJS-ML (consolidated)*

Dear Judge Lovric,

Pursuant to the Court's January 29, 2024 Text Order, ECF No. 370, all parties to the above-referenced matters with the exception of YAD Defendants who filed a separate report, ECF No. 374 (collectively "All Parties") conferred and provide the Court with the following response to items three, four, and five in the Order:

III. Deadline by which all settlement documentation will be completed and stipulation of dismissal filed on the docket.

Plaintiff Honeywell International Inc. ("Honeywell"), Defendants Buckeye Partners, L.P., Buckeye GP LLC, Buckeye Pipe Line Company, L.P., and Buckeye Pipe Line Holdings, L.P. (collectively "Buckeye"), and Third-Party Defendants Atlantic Richfield Company ("ARCO"), Chevron Corporation, Chevron U.S.A., Inc., Texaco, Inc., TRMI-H, LLC (collectively, "Chevron"), ExxonMobil Oil Corporation and Exxon Mobil Corporation ("Exxon"), and Shell USA, Inc., f/k/a Shell Oil Company ("Shell") (collectively, the "Settling Parties") anticipate that the settlement agreements among and between them will be executed in the next three weeks. The agreements provide for a 45 day payment period after execution, with a dismissal stipulation/motion to be filed within seven days of payment. As a result, the Settling Parties anticipate filing a stipulation of

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dismissal and/or moving the Court for dismissal of Honeywell's claims against Buckeye and the majority of Buckeye's claims against Third-Parties in *Honeywell Int'l Inc. v. Buckeye Partners, L.P. et al.*, No. 5:18-cv-00646-FJS-ML ("Buckeye Case")¹ by approximately April 19, 2024. The Settling Parties intend to simultaneously move the Court to sever Buckeye's remaining claims against certain Third-Parties from the Buckeye Case. Honeywell's claims against Defendants Energy Transfer (R&M), LLC et al. ("Sunoco") in Case No. 5:18-cv-01176-FJS-ML and against CITGO Petroleum Corporation in Case No. 5:19-cv-01219-FJS-ML will not be impacted by the above-referenced Settlement Agreement or dismissal of claims.

IV. Impact of a stay of deadlines as to Settling Parties to complete settlement documentation and file stipulation of dismissal on discovery obligations by a Settling Party to a Non-Settling Party.

All Parties report that there are no outstanding discovery obligations issued by Settling Parties to Non-Settling Parties that would create the scenario posited by the Court. The Parties do not anticipate any impacts from the Joint Letter Motion seeking to stay litigation deadlines pending finalization of the settlement agreement ("Stay Request"), ECF No. 369, on discovery issued to Non-Settling Parties.

V. Impact of Motion to Stay Deadlines [369] on Motions to Compel Sampling of SYW-12 [367, 368].

All Parties report that the Motion to Compel Inspection Pursuant to Federal Rule of Civil Procedure 45(d)(2)(B)(i) filed by Sunoco on behalf of the Joint Defense Group (which includes CITGO Petroleum Corporation and ExxonMobil Corporation), ECF No. 367, and Honeywell's Contingent Motion to Compel Sampling and Inspection if Defendants' Motion is Granted, ECF No. 368, will not be impacted by the Stay Request. Sunoco intends to file a response to Honeywell's Contingent Motion to Compel. The Joint Defense Group and Honeywell respectfully request that the Court resolve the pending motions.

* * *

All parties to the above-captioned cases with the exception of YAD Defendants consented to my filing this joint status report on their behalf.

¹ As noted in the recent Letter Motion, ECF No. 369 at n.8, Buckeye and Exxon will remain in the case *only* as to limited remaining contractual claims for indemnification involving the YAD Defendants. These claims turn primarily, if not exclusively, on issues of contractual interpretation.

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Sincerely,

/s/ Tyler L. Burgess

Tyler L. Burgess
ARNOLD & PORTER KAYE SCHOLER LLP
Brian D. Israel
Geoffrey J. Michael
Tyler L. Burgess
Brian.Israel@arnoldporter.com
Geoffrey.Michael@arnoldporter.com
Tyler.Burgess@arnoldporter.com
(202) 942-6546 (Israel)
(202) 942-6752 (Michael)
(202) 942-5293 (Burgess)

Counsel for Plaintiff Honeywell International Inc.